

2008 BLOOMINGTON COMMUNITY FARMERS' MARKET CONTRACT

(1/08)

In consideration for the right to participate in the 2008 Bloomington Community Farmers' Market (hereinafter "Market"), the City of Bloomington (hereinafter "City"), and the undersigned vendor(s) (hereinafter "Vendor") agree to the following,

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City following this contract and the Bloomington Community Farmers' Market Handbook. The City sets fees and determines Market policies. The City reserves the right to refuse to enter into a contract with persons seeking to be Vendors if, after notice to the Farmer's Market Advisory Council, it determines there is a reasonable likelihood that said person(s) would offer for sale at Market goods that were not produced by said person(s) or otherwise violate the Market contract, or if, based upon the City's prior experience with said person(s), it determines that the interests of the City, as Market sponsor, and the public are best served by not contracting with said person(s). The Market Master oversees the Market and has authority to assign vending space, settle disputes and disqualify vendors for violations of regulations.

2. ELIGIBILITY OF VENDORS

"Producer" is a person who regularly and directly works in all stages of the cultivation, production, and harvest/gathering of permitted goods sold pursuant to this agreement.

"Primary Vendor" is a person who is a producer and also is the person who controls points for the Vendors on this contract. The designation of "Primary Vendor" is determined by the vendor name listed first on this contract.

"Vendor" is a person who is a producer or immediate family of the Primary Vendor, as defined in this agreement, and has signed this agreement.

"Immediate Family" is defined in this agreement to be a parent, child, spouse or domestic partner of the Primary Vendor.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this agreement. Stand Assistants must be accompanied by a Vendor under this contract in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this agreement may sell at the Market. A Vendor and Stand Assistant working with that Vendor may sell only goods of which the Vendor or the Primary Vendor's immediate family is a producer. A Vendor may be party to only one Market contract and may not have a financial interest in any other Market contract.

Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by Vendor of such a law or ordinance may be deemed by the City to be a material breach of this agreement.

3. OBLIGATION TO COMPLY WITH MARKET HANDBOOK AND APPLICATION

The 2008 Bloomington Community Farmers' Market Handbook is incorporated herein by reference and is a part of this contract as fully as if it had been set forth herein. The 2008 Application completed by the Vendor and the Addendum for Value Added Foods and/or Pet Foods, if applicable, are incorporated herein by reference and are a part of this contract as fully as if it had been set forth herein.

4. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this agreement or be named in this agreement and have authorized another person to sign on his behalf and have paid all applicable rental fees before selling any goods. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 along with the Application seven days prior to the Market day a Vendor wishes to sell on. In the event a Vendor does not have a signed contract in advance it is up to the Market Master and/or Market Manager's discretion to determine the Vendor's eligibility to sell. Points will not be awarded without a signed contract in advance.

5. GIFT CERTIFICATE PROGRAM/FOOD STAMP INITIATIVE PARTICIPATION

Vendors are encouraged to participate in the Farmers' Market Gift Certificate Program/Food Stamp Initiative (GCP/FSI) organized by the City. Basic information on the GCP/FSI is included on page 14 and 15 of the Farm Vendor Handbook with more detailed information in the GCP/FSI Farmer/Prepared Food Vendor Training Guide available from Market staff.

Initial one: Vendor chooses to participate in the GCP/FSI _____

Vendor chooses NOT to participate in the GCP/FSI _____

If Vendor chooses to participate in the GCP/FSI and is participating for the first time, Market staff will contact Vendor to provide him with a GCP/FSI Farmer/Prepared Food Vendor Training Guide and the City Vendor form to complete. Completion of the City Vendor form is necessary for first-time participants in the GCP/FSI. If Vendor has participated in the previous year, no further paperwork is necessary.

If Vendor chooses to participate in the GCP/FSI, Vendor agrees to attend a training or read the GCP/FSI Farmer/Prepared Food Vendor Training Guide and abide by the rules established in the Training Guide.

Vendor understands he or she is responsible for Gift Certificates/Market Bucks from the time Vendor receives them for payment until the time they are turned in for redemption.

6. CITY'S REMEDIES FOR BREACH; APPEAL

- a) Violation of any material provision of this Agreement or the Bloomington Community Farmers’ Market Handbook is a material breach and default by the Vendor. Upon notice by the City to the Vendor of the occurrence of a breach or default during Market hours, and the Vendor's failure to correct the breach within a reasonable time, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate may subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.
- b) If the City has reason to believe that a Vendor did not produce the goods he is selling at Market, or that other conditions exist that may constitute a violation of this Agreement or adversely impact the health or safety of Market patrons or City employees, the City reserves the right to conduct an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the City to conduct such an inspection. If the Vendor produces goods for sale at the Market on property the Vendor does not own, lease or otherwise control, the Vendor hereby agrees that he will either obtain permission from the property owner for the City to access the property, or will cease selling goods at Market that are grown on the property. The Vendor also agrees to provide the City such opportunities as it deems necessary to view and obtain copies of Vendor’s records related to the goods sold at Market. If the City determines, after inspection, that there is a reasonable likelihood that the vendor did not produce the goods he offered for sale at the Market or has otherwise violated this Agreement, the City may, in its sole discretion, declare a material breach.
- c) Upon occurrence of a material breach of this agreement, the City reserves the right to declare this agreement terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Vendors to sell at the Market in future seasons.
- d) The City has the right to make regulations regarding the Market and determine whether Vendors and potential Vendors are in compliance with its regulations. Vendors and potential Vendors who are dissatisfied with a City decision may appeal it in writing to the Advisory Council within ten days of receipt of notice of the decision, and may appeal the Advisory Council’s decision in writing to the Park Board within ten days of receipt of the Advisory Council decision. The decision of the Park Board is final.

7. COVENANT NOT TO SUE

The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

8. LIABILITY AND INDEMNIFICATION

Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices.

The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge the City of Bloomington, Indiana, its employees, agents and officers, and the members of the Farmers' Market Advisory Council, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.

This Agreement is effective upon approval of Market staff and signature by Vendor and Mayor.

_____ Primary Vendor's Signature Market Registrant	_____ Date	_____ Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Signature Market Registrant	_____ Date	_____ Vendor's Signature Market Registrant	_____ Date
_____ Signature of parent or guardian if Vendor is age 18 or younger	_____ Date	_____ Mark Kruzan, Mayor City of Bloomington	_____ Date